MISCELLANY.

CORPORATIONS—VOTING TRUSTS.—In *Taylor* v. *Griswold* (2 J. S. Gr. 222), 1833, the court denied the right of a stockholder to vote by proxy, unless power to do so had been expressly or impliedly conferred by the legislature, on the ground that each stockholder is expected to exercise his individual judgment. In *Cone* v. *Russell* (48 N. J. Eq. 208), 1891, this principle was applied to a proxy irrevocable for five years, but great stress was laid on the fact that the object to be attained was against public policy, referring to *Woodruff* v. *Wentworth* (133 Mass. 309), 1882, where an ordinary contract between two stockholders for a similar purpose was held void. *White* v. *Tire Co.* (52 N. J. Eq. 178), 1894, was an agreement to transfer stock to a trustee for ten years in exchange for certificates of deposit, the trustee to vote as one of the beneficial owners should direct. Upon transfer by the latter of his beneficial interest the agreement was held void as to the transferee, it being against public policy for one without interest or title to vote the stock (citing *Shepang Voting Trust Case*, 60 Conn. 553), 1891, at pages 580, 587. In *Clowes* v. *Miller* (47 Atl. 845), N. J. Chanc. 1900, the holding was substantially the same, the agreement being upheld only until the transfer, but a distinction was expressly drawn between such an agreement as was there in question, and a mere "voting trust." This was shortly followed by *Kreisel* v. *The Distilling Co.* (N. J. Chanc.), 1900. The Chancellor made no reference to *Clowes* v. *Miller*, but rested his decision on *Taylor* v. *Griswold*, *Cone* v. *Russell* and *White* v. *Tire Co.* *Held*, that where a proxy is revocable, the stockholder sufficiently retains the power to exercise his individual judgment within the doctrine of *Taylor* v. *Griswold*. But if the grant of power is irrevocable and for a fixed time, then its validity must depend on the purpose for which it is given. A like doctrine is applicable to the creation of a trust and the appointment of a trustee to whom the title of the stock is conveyed. A distinction is drawn between a voting trust to provide for the carrying out of a plan already formulated by the stockholders in the exercise of their own judgment, as against one both to formulate and carry out (see, also, *Shepang Voting Trust Case*, *supra*). In this case it will be noted that there was no question of the transfer of the equitable interest, or of the right to direct the voting being intended to be personal to the transferor.—*Columbia Law Review.*

THE RIGHT OF CITIES TO DRAIN SEWERS INTO WATERS.—A question of increasing importance is as to the right of a city to discharge sewers into streams to the detriment of lower riparian proprietors. A right of such owners to compensation for the damages sustained thereby is denied in *Valparaiso* v. *Hagen* (Ind.), 48 L. R. A. 707, when the city had statutory authority for this use of the stream, and was not negligent in exercising it. That case holds the damage thus caused does not amount to a taking of the property of the riparian owners. On the other hand, the case of *Platt Brothers* v. *Waterbury* (Conn.), 48 L. R. A. 691, holds that such a pollution of a river by city sewers, even though it may be justifiable when done for a public purpose, is subject to payment of compensation for the invasion

of the property rights of riparian owners. To the same effect are the decisions in *Smith* v. *Sedalia* (Mo.), 48 L. R. A. 711, and *Grey ex rel Simmons* v. *Paterson* (N. J.), 48 L. R. A. 717, although the latter case and that of *Sayre* v. *Newark* (N. J.), 48 L. R. A. 722, hold that, where the tide ebbs and flows, riparian proprietors have no such rights as entitle them to compensation for pollution of the water. Where the statute authorizes sewers to be discharged into streams the only protection of the riparian owner is to be found in a constitutional provision requiring compensation. In States where the Constitution requires compensation for property "taken or damaged" the right seems to be clear. Where the Constitution requires compensation only for property "taken" the question is more difficult. On the question, What constitutes a "taking of property" within the constitutional provision?—the decisions are not consistent. There is a line of cases holding that easements, such as those of light, air, and access to streets, constitutes property for the loss of which compensation must be given if they are destroyed or impaired by an elevated railroad or similar structure. The United States Supreme Court held in *Pumpelly* v. *Green Bay & M. Canal Co.* 13 Wall. 166, 20 L. ed. 557, that there might be a taking within this constitutional provision without depriving the owner of the title to his lands, when they were overflowed and covered by water, earth, sand, and other material so as to constitute a serious interruption to the common and necessary use of the property. So in *Kaukauna Water Power Co.* v. *Green Bay & M. Canal Co.*, 142 U. S. 254, 35 L. ed. 1004, a riparian owner was held entitled to compensation, among other things, for damages caused by the overflow of a dam, and by the diversion of water from its natural course. The distinction between such damage as may constitute a taking and such damage as shall be deemed merely consequential, for which no compensation can be had, is not very easily drawn, but the reason of the matter requires that such deprivation of the use of property or such limitations of its use as materially depreciate its value, should be deemed to constitute a "taking." Therefore, the pollution of the waters of a stream, whereby the property of a riparian owner is much reduced in value and its use for some valuable purposes destroyed, seems to be clearly sufficient to constitute a taking of his property.—*Case and Comment.*

ACQUISITION OF TITLE UNDER THE STATUTE OF LIMITATIONS.—An interesting question in the law of real property is raised by a recent Massachusetts decision. While the plaintiff's predecessor was in possession of certain land, under what the case calls a license from the owner, the latter conveyed the land in fee to a stranger. The occupant had no knowledge of this conveyance, and remained in possession for more than twenty years, thinking that the ownership was unchanged and the license still in force. It was held that, although the license was terminated by the conveyance and the occupant had ever since been liable to a writ of entry, the statute of limitations did not run because the occupant did not claim the fee, and because there was no disseisin except the fictitious one which the owner might force upon the occupant at any time for the purpose of bringing action. *Bond* v. *O'Gara*, 58 N. E. Rep. 275. It is difficult to understand from the meagre report in what sense the word license is used, but it is clear from the opinion that the occupant must have had complete possession. Otherwise his occupancy for any length of time could give nothing more than an easement, and

the case would be summarily disposed of. Though there is some little authority to the contrary, it is almost unanimously held that complete possession under a bare permission from the owner creates a strict tenancy at will. *Den* v. *Drake*, 14 N. J. Law, 523. And furthermore, though it is frequently said that a conveyance by the landlord terminates a tenancy at will, it seems to be settled by the cases that the tenancy is not ended nor the tenant affected till he learns of the conveyance. *Pratt* v. *Farrar*, 10 Allen, 520; *Doe Thomas*, 6 Exch. 857. If we apply these doctrines to the principal case, it follows that the occupant was a tenant at will before the conveyance and that he remained so during his entire occupancy, since he never knew of the conveyance and there was no other determination of the will. The tenancy would be a peculiar one, for attornment being obsolete, he must have been the tenant of a man of whom he knew nothing, and the moment he learned whose tenant he was, he would cease to be a tenant at all. Nevertheless this curious result seems to be demanded by the authorities. It would follow at once that the statute of limitations did not run.

But the court evidently took a different view of the relations between the parties, though it is not quite clear whether they regarded the occupant as a trespasser or as a sort of tenant at sufferance. Two things, however, are definitely stated by the court: that the license was ended by the conveyance, and that a right of action had ever since existed. This latter proposition, if we look only at the language of the statute of limitations, would apparently be conclusive against any claim by the grantee; for the statute merely says that no right of action or entry shall be enforced except within twenty years of the time when the right first accrued. Rightly or wrongly, however, the courts in general seem never to have adopted so simple an interpretation of the statute. Influenced apparently by the doctrine of prescription, they have made adverse possession, of which the statute says nothing, the test of its application, and have frequently held possession not to be adverse though a right of action had existed for the statutory period. Yet admitting all this, it is hard to see why, if we adopt the view taken by the court of the relations between the parties, the possession in the principal case was not adverse. There may be adverse possession without disseisin. *Doe d. Parker* v. *Gregory*, 2 A. & E. 14. And though the occupant did not claim the fee in himself, his holding involved a claim that the fee was in another not the true owner, a claim essentially adverse to the owner's title. It is held by the better authorities that there is adverse possession when a grantee occupies by mistake a strip of land which he erroneously supposes to be included in his deed, and there is little doubt that this doctrine would be applied if the same mistake were made by a lessee. *McNeely* v. *Langan*, 22 Ohio St. 32. But in such a case the lessee claims to hold the strip of land as belonging to one who in fact neither owns nor claims it, and under a lease which does not cover it. The case is exactly parallel to that of an occupant claiming to hold land as belonging to one not in fact the owner, under a license which is no longer in existence. Whether the occupant in such cases acquires title for himself, or for the one under whom he claims to hold, is a doubtful question which need not be here discussed. But if we exclude the idea of tenancy in the principal case, both the language of the statute and the character of the possession require the decision that either the occupant or his licensor had acquired title from the grantee under the statute.

Accordingly the decision that the statute did not begin to run can be supported

only on the ground, not recognized by the court but apparently correct, that the occupant was a tenant at will during the entire period in question.—*Harvard Law Review.*

THE DOCTRINE OF ANTICIPATORY BREACH OF CONTRACTS—*Conflict with the Rule Respecting Mitigation of Damages.*—It is a well-established rule of law, founded on good sense and justice, that the plaintiff to a contemplated suit cannot, by his own voluntary act, enhance the damages to his opponent, and hence cannot, after notice of repudiation, go on and perform; or at least if he does, he will not be permitted to recover damages for what he has done subsequent to the notice to desist. *Clark* v. *Marsiglia* (1845), 1 Denio, 317; *Dillon* v. *Anderson* (1870), 43 N. Y. 232; *Danforth* v. *Walker* (1864), 37 Vt. 239; *Cameron* v. *White* (1889), 43 N. W. R. (Wis.), 155; *Davis* v. *Bronson* (1892), 16 L. R. A. (N. Dak.) 655; *Gibbons* v. *Bente* (1892), 53 N. W. (Minn.). 756; *Collins* v. *Delaporte* (1874), 115 Mass. 159; *Heaver* v. *Lanahan* (1891), 22 Atl. (Md.) 263; *Tufts* v. *Weinfeld* (1894), 88 Wis. 648; *Tufts* v. *Lawrence* (1890), 77 Tex. 526; *Derby* v. *Johnson* (1848), 21 Vt. 17.

The reason for this rule is that a person who has been injured by a breach of contract must put forth reasonable exertion to render the injury as light as possible. He cannot negligently allow or willfully cause the damages to be unnecessarily increased, and, if he does, the increased loss falls on him.

Now, as we have already had occasion to show above, the courts which have adopted the doctrine of anticipatory breach have been forced to hold also that this time-honored rule does not apply where the notice is given before the time for performance has arrived. Obviously, they could not adopt it and still retain their theory of election, which is a necessary element and a product of that doctrine. Thus we see that in the case of a repudiation after performance, the prospective plaintiff has no alternative—he must cease, and not do anything to increase damages; while in the case of repudiation before performance, the prospective plaintiff can exercise his option—he may go ahead and make any preparations to be ready and willing to perform, just as if no notice had been given.

The case of *Roebling Sons Co.* v. *Lockstitch etc. Co.* (1889), 130 Ill. 660, illustrates this point. In that case the plaintiff corporation insisted upon shipping wire and tendering it to the defendant on the day of performance, although the defendant had expressly notified it long before not to do so. The court held that it had a right to do so. "It thereby elected to continue the agreement in force. It kept the contract alive not only for its own benefit, but also for that of the appellee. It remained liable to all its own liabilities under the contract." Page 667.

The Duty to Mitigate Damages Arises as Soon as Repudiation is Communicated.—Therefore, it seems undeniable that we have an inconsistency here. If there is a duty to mitigate damages in the one case, why should there not be a like duty in the other? The duty to mitigate damages arises from the moment that the renunciation is communicated, whether that be before or after performance. Lest this proposition may be disputed, it may be well to cite a few authorities:

In *Davis* v. *Bronson* (*supra*) the court said: "The general rule is, as we have already stated, that the contracting party who has certain things to do under his contract has no right to proceed with the execution of the contract and charge the

other party with the expense thereof, after he has been notified that the other party will not stand by his contract." Page 659.

In *Danforth* v. *Walker* (*supra*) the court said: "The plaintiff had no right to go on and make further purchases and incur expense and throw the risk of the property on the defendant, and thereby enhance the damages at the expense of the defendant, without any benefit to the plaintiffs. They had no right to increase the burden of the defendant without benefit to themselves. The damage a party is entitled to recover for the breach of contract by the other party is what he necessarily suffers in consequence of it. While a contract is still executory a party has the power to stop the performance on the other side, by an explicit direction to that effect, by subjecting himself to such damages as will compensate the other party, for being stopped in the performance on his part, at that point or stage in the execution of the contract. The party thus forbidden cannot afterwards go on and increase the damages and then recover such increased damages from the other party." Page 204.

In *Derby* v. *Johnson* (*supra*) the court said: "It is insisted, on behalf of the defendants, that the direction of the defendants to the plaintiff, to cease work and abandon the execution of the contract, is to be considered in the light of a proposition to the plaintiffs, which they were at liberty to accede to or disregard, and that having acquiesced in it by quitting the work, the contract is to be treated as having been relinquished by the mutual consent of the parties. But we do not look upon it in that light. The direction of the defendants to the plaintiff to quit work is positive and unequivocal; and we do not think the plaintiffs were at liberty to disregard it." Page 21.

Plaintiff Cannot Disregard Repudiation, Though Made Before Time for Performance.—In *Tufts* v. *Weinfeld* (*supra*) the court said: "Plaintiff had no legal right, after the defendants had thus notified him that they would not accept the soda fountain and countermanded the order, to go on, manufacture and ship the same, for the purpose of holding the defendants for the full contract price, or to increase the damages for the breach. . . . The plaintiff's legal right to perform the contract was terminated when the defendants so countermanded the order, and thereupon the plaintiff was relegated to his action for damages sustained by such breach." Page 652.

In *Gibbons* v. *Bente* (*supra*) the court said: "There seems to be no room for doubt upon this subject. While a contract is executory a party has the power to stop performance on the other side by an explicit direction to that effect, subjecting himself to such damages as will compensate the other party for being stopped in the performance on his part, at that stage in the execution of the contract. The party thus forbidden cannot afterwards go on, and thereby increase the damages, and then recover such damages of the other party." Page 757.

In *Cameron* v. *White* (*supra*) the court said: "Plaintiff took no steps to perform the contract after he was notified by the defendant that he refused to perform on his part. The rights of the parties under the contract were fixed at that time. Whatever the plaintiff did with the logs after that was wholly immaterial to the defendant, except that the plaintiff could not refuse to do anything more with the logs, and then charge the defendant with damages for their loss. That the profits which the plaintiff could have made on the contract, if he had been permitted to

perform the same, is the correct rule of damages, and the one most in accordance with equity, is apparent from many considerations. Suppose the defendant had notified the plaintiff that he repudiated the contract before anything had been done under it. In such case, could the plaintiff have voluntarily gone on and got out the logs and converted them into money, and then charged the defendant with the difference between the contract price and the price he sold them for? It seems to us he could not. His loss in such case would necessarily be the price the defendant had agreed to pay for the lumber, less the cost of its production by the plaintiff. Can he enhance such damages against the defendant by going on and manufacturing the lumber, and selling it at a price which would not pay for the cost of such manufacture and charge the loss to the defendant? We think not." Page 157.

The legal right stated in the above quotations, of either party to violate or renounce his contract on the usual terms of compensation to the other for the damages which the law recognizes and allows—subject to the jurisdiction of equity to decree specific performance in proper cases—has been universally recognized and acted upon.

Distinction Between Requiring Affirmative Acts and Acts of Omission.—Another recent Illinois case, *Kadish* v. *Young*, 108 Ill. 170, however, would, at first blush, seem to be inconsistent with this familiar rule respecting damages. In that case, a buyer of grain, some time before the day of delivery, prompted by the falling of the market, notified the seller that he repudiated the contract. And the question before the court was whether it was the duty of the seller to go into the market and make a resale of the grain and credit the buyer with the proceeds of the sale. The court held that he was under no such duty. It seems to us that this case is distinguishable from the *Roebling* case (*supra*) in this: That in this case the plaintiff was asked to do an affirmative act in order to mitigate damages to the defendant; in that, all that was demanded was that he should forbear to do an act to increase damages. It may be good law that one party, before the day of performance, cannot impose on the other the duty to do a positive act, to go out of his way to protect that other from loss. But it is certainly good sense, and ought to be good law, that one party, before the day of performance, by notice of repudiation, can reasonably require the adverse party to maintain a position of inaction, to desist from whatever preparations he may be making to perform, and to refrain from doing anything to increase the burden falling on his adversary.

This distinction between requiring affirmative acts and acts of forbearance was not made by the court in *Kadish* v. *Young* (*supra*), and we are not aware that it has been made by any court. But we believe it to be a sound one. It should be emphasized that it has reference only to those acts which a prospective plaintiff may be required to do, in advance of a breach of contract, to mitigate damages for his opponent, because of notice that there would be a breach by him.

As to the duty, after a breach of the contract, to mitigate damages, by resorting to affirmative action (in cases not involving personal services), there seems to be a difference in law in England and America. See *Roth* v. *Taysen* (1896), 12 The Law Times, 211, and compare *Sullivan* v. *McMillan* (Fla.), 19 S. W. R. 340.—PAUL A. MOSES, *in National Corporation Reporter.*

THE RECENT BAR EXAMINATION AT RICHMOND—QUESTIONS PROPOUNDED.

1. What is the supreme law under our government? Compare the authority of an act of English Parliament with that of an act of Congress; give the cardinal rule in the exposition of statutes?

2. What are the three great relations of private life; and what are the natural and unalienable rights of man?

3. Define dower and curtesy; and describe the different estates a married woman may acquire in land?

4. What are the actions given for the recovery of real estate; and when may each be brought? State the plea to each action.

5. What are the essential elements of a contract; and what is a good and what a valuable consideration?

6. If a contract is in writing, how far, if at all, is parol evidence admissible to explain the intention of the parties, or to contradict or vary the terms of such contract?

7. What is direct and what is circumstantial evidence? What are the objections to hearsay evidence; and what is the difference between the proof required in civil and criminal cases?

8. A is living in Texas; her brother, living in Richmond, Va., writes and urges A to break up her home and business in Texas and come to Richmond to live, and agrees if she will do so to give her a house and lot in Richmond for a home. A accepted the proposition, moves to Virginia, and takes possession of the house and lot under a deed from her brother. Four years afterward, the brother fails and his general creditors file a bill asking that the house and lot held and occupied by A be subjected to the payment of their debt, upon the ground that the deed was without consideration deemed valuable in law, and therefore in fraud of their rights. What, if any, are the rights of A? Give reasons for your view.

9. How are contracts between a surviving partner and the representatives of his deceased partner, with respect to the partnership estate, regarded? How and where the transaction involves a purchase by the surviving partner of the interest of his deceased partner? Give reasons for your view.

10. What is the effect of a transaction, where one who is primarily bound for the payment of a note, takes it up? What if the note be taken up by a stranger who is neither a party to the paper nor in any way bound for its payment? What title does the purchaser of past due negotiable paper from an agent for collection acquire?

11. What is necessary to give the vendor of land the benefit of a vendor's lien as security for unpaid purchase money? Where must entry of satisfaction of a vendor's lien be made; how signed and attested and the effect thereof? Suppose the vendor, after satisfaction, refuses or fails to make the release, what steps can the vendee take, under the statute, to secure a release? What is the limitation upon the right to enforce a vendor's lien?

12. A deed conveys to a trustee real and personal property for the sole and separate use of a married woman and her children, with power in the trustee, upon the written request of the woman, to sell any or all of the property, and reinvest the proceeds, and reserving to the mother the right to dispose of all the property, by instrument in writing in the nature of a last will and testament. Under this deed what estate vests in the married woman? Give reasons for your view.

13. A testator devised to his wife a house and five acres of land during her natural life, "with the understanding that his son Albert would support and take care of her, and at her death the said house and land shall return to my son Albert as compensation therefor." The testator survived his wife, but made no change in his will. What estate did Albert take, under the will, in the house and lot? Give reasons for your view.

14. Construe the following residuary clause of a will, giving reasons for your view: "All the rest and residue of my estate, real and personal, I desire shall go to and be divided in equal parts among those who would be my heirs at law under the statute of descents and distributions in Virginia, in case I had died intestate." Do the testator's heirs take *per stirpes* or *per capita?*

15. Suppose A has a judgment against B, who has ample personal estate to satisfy same. Can A proceed in equity to satisfy his judgment by a sale of B's land without first exhausting his remedies, by execution, against the personal property?

16. When does a judgment become final at common law; when can execution be issued upon it; and to what extent is the common law rule, in respect to issuing execution, modified by statute?

17. What is the law in this State touching the right of a creditor to garnishee funds due to his debtor from the commonwealth or under its co trol? What is the law where the money is due to the debtor from a municipal corporation?

18. Under what circumstances, if at all, will a court of equity interpose to prevent a mere trespass?

19. If an answer in chancery denies all the material allegations of the bill, and the cause is heard on the bill, answer and replication only, without proof, what would be the proper decree to enter?

20. Where the consideration of a contract for the sale and conveyance of land has wholly failed, what is the appropriate action to recover money paid under the contract, if the contract be under seal?

21. What must a plea to the jurisdiction show, and how must it conclude?

22. When must an appeal from the decision of a justice of the peace in a misdemeanor case be taken?

23. When may an infant aggrieved by a decree, adverse to his interest, sue to have said decree set aside?

24. In cases involving the charge of usury, if the usury be established, what measure of relief is afforded the lender? Is there any difference in the relief afforded at law and in equity?

25. What are conditions precedent and subsequent? Give an illustration of each, and state which, if either, is construed strictly?

26. Suppose a condition precedent is annexed to a devise of real estate, and its performance becomes impossible, without fault of the devisee, what is the effect of the devise? What is the effect, under like circumstances, if the condition be subsequent? To what do you look in determining whether a condition annexed to an estate is precedent or subsequent?

27. Suppose one partner, without the knowledge or consent of his co-partner but where it is necessary, in the usual course of business, executes negotiable paper containing a waiver of the homestead exemption. Is the co-partner thereby deprived of the right to claim his homestead in his individual property as against such paper? Give reasons for your view.

28. A claims a lien for supplies furnished R, evidenced by a running account beginning January 1, 1900, and ending December 1, 1900. The account was filed in the clerk's office December 15, 1900. Was it filed in time to protect A in his lien to each item of the account? Why?

29. What is the difference between a claim of title and color of title to land?

30. What constitutes a dedication of land to the public use? And what is the vital principle of the doctrine of dedication?

31. Explain what is meant by marshalling securities; state against whom the doctrine is invoked and under what circumstance.

32. A receives personal injuries in a railway accident and eighteen months thereafter brings an action of assumpsit to recover damages therefor, relying on the implied contract of the railroad company to carry hi safely, which had been broken. The railroad company pleads the statute of limitations. Ought the plea to be sustained? Give reasons for your view.

33. A and B are respective principal and surety in a bond for $1.000. C holds a mortgage against A securing the same debt. A fails to pay, and C sues B and recovers the $1,000, and then releases the mortgage given by A and marks it satisfied on the record. Has B any rights, and if so, what are they and how would he enforce them?

Suppose the land mortgaged has, after the mark of satisfaction, been sold to a *bona fide* purchaser for value; how would B's rights, if any, be affected?

34. A and B are equal partners. B owes C an individual debt, but he has no individual estate out of which it can be made. Can C subject the interest of B in the partnership, and if so, how shall he proceed? What, if any, is B's right in the partnership which may be subjected to the payment of C's debt, and how is it to be ascertained?

35. Explain the doctrine of *res adjudicata;* of *stare decisis,* and distinguish between the two.

36. Can a court of equity render a decree for the value of a deficiency in the quantity of land sold by the acre? If so, what is the basis of such jurisdiction?

37. A sold to B a tract of one hundred and fifty acres of land. Twenty-five years after the purchase B discovered, for the first time, that the tract contained only one hundred and forty acres, and brought suit to recover of A the value of the deficiency. A pleads the statute of limitation. Which would prevail?

38. Define crime. How are criminal offenses divided? What constitutes a felony and what a misdemeanor?

39. How many kinds of homicide are there? Give an illustration of each. When is the killing of a person justifiable and when excusable?

40. Define reasonable doubt as applied to criminal prosecution. What is the *corpus delicti?* What are dying declarations, and when admisible as evidence?

SUCCESSFUL APPLICANTS FOR LICENSE TO PRACTICE LAW. — The following gentlemen successfully passed the foregoing examination. There were thirty applicants—of whom eleven only were admitted.

J. Leslie Morris, Richmond, Va.
George Burnley Sinclair, Charlottesville, Va.
Augustus T. Stroud, Norfolk, Va.
Sigmund M. Brandt, Norfolk, Va.
Homer C. Sherritt (B. L., Univ. Va.), Port Norfolk, Va.
E. H. DeJarnette, Jr. (B. L., Univ. Va.), Lewiston, Va.
Hugh Glen Morrison, Gate City, Va.
Chas. T. Wortham, Hanover, Va.
James O. T. Tidler, Richmond, Va.
H. C. DeShield, Richmond, Va.
William Thack Shannonhouse (B. L., Univ. Va.), Norfolk, Va.